



NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

THIS AGREEMENT governs the disclosure of information by **Landbank Acquisitions, LLC**, (“**Landbank**”) to Participant signing this Agreement as identified in the signature section of this Agreement, (the “**Participant**”) as of date executed by Participant (the “**Effective Date**”). Throughout this Agreement, Landbank and Participant are individually referred to as a “**Party**” and collectively as the “**Parties.**”

1. As used herein, “**Confidential Information**” shall mean any and all technical and non-technical information provided by Landbank to the other Participant, including but not limited to information regarding (a) patent and patent applications, (b) trade secrets, and (c) proprietary information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services, and including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, information provided regarding third parties and all conversations the Parties have with each other regarding the foregoing.

2. Participant agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with Landbank. Participant further agrees that they will not directly, or indirectly, or in conjunction with any other person, agent, consultant, broker, company, division, partnership or corporation, use or appropriate any business opportunity or relationship introduced by Landbank or the actions of Landbank except as done pursuant to the development of the business discussions between the Parties and agreement thereof.

Notwithstanding the above, Participant shall not be in violation of this Section 2 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Participant provides Landbank with prior written notice of such disclosure in order to permit Landbank to seek confidential treatment of such information. Participant shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

3. Participant shall immediately notify Landbank in the event of any loss or unauthorized disclosure of any Confidential Information.

4. Participant’s obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when it can document that: (a) it was in the public domain at the time it was communicated; (b) it entered the public domain subsequent to the time it was communicated through no



fault of the receiving Party; (c) it was rightfully communicated free of any obligation of confidence subsequent to the time it was communicated; or (d) it was developed by employees or agents of the Participant who had no access to any information communicated to it and is able to verify by written documentation such independent development.

5. Upon termination or expiration of the Agreement, or upon written request of Landbank, the Participant shall promptly return to Landbank all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.

6. Participant recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Participant shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

7. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of Landbank and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing Party.

8. This Agreement shall terminate one (1) year(s) after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Participant's obligations under this Agreement shall survive termination of the Agreement between the Parties and shall be binding upon the Participant's heirs, successors and assigns. Participant's obligations with respect to all Confidential Information shall be terminated only pursuant to Section 4 hereof.

9. This Agreement shall be governed by and construed in accordance with the laws of North Carolina without reference to conflict of laws principles. This Agreement may not be amended except by a writing signed by both Parties hereto.

10. Participant hereby agrees that breach of this Agreement will cause Landbank irreparable damage for which recovery of damages would be inadequate, and that Landbank shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

11. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

12. Participant will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Landbank.



13. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

LANDBANK ACQUISITIONS, LLC

PARTICIPANT:

By: _____

(Company Name)

Shannon Van Etten
(Printed Name)

By: _____

Title: Managing Director

(Printed Name)

Title: _____

Date: _____

Address:
PO Box 18041
Asheville, NC 28814
svanetten@landofskyregionalcenter.com
828-712-1468

Phone: _____

Email: _____

Address: _____
